

## NORTHERN IRELAND SOLICITORS DEDUCTIBLE INFILL CERTIFICATE

### **The Contract of Insurance**

This **Certificate** is a contract of insurance between **You** and **Us**. In return for the premium shown in the **Schedule** that **You** have paid or agreed to pay **We** agree to insure **You** in accordance with the terms and conditions contained in or endorsed on this **Certificate**.

**You** should take the time to read all its terms, especially the conditions which **You** have to fulfil to ensure that **Your** insurance remains valid and what **You** have to do when making a **Claim**.

### **Important**

In deciding to insure **You** and in setting the terms and premium, **We** have relied on the **Proposal**. **You** must ensure that all information provided in the **Proposal** is accurate and complete. **You** must disclose every material circumstance **You** know or ought to know, and provide a fair presentation of the information required to enable **Us** to assess **Your** insurance risk, both at the commencement of the **Period of Insurance** or at the subsequent renewal of this **Certificate**.

It is important that **You**:

- check that the information **You** have given **Us** is accurate and complete
- comply with **Your** duties as set out in this **Certificate**.

If this **Certificate** does not meet **Your** requirements, or if **Your** requirements change, **You** should contact **Your** Broker at **Your** earliest opportunity.

### **Renewal**

**MUM** will write to **Your** Broker at least 21 days before the **Period of Insurance** ends with renewal terms or with full details of the information that **MUM** will require in order to offer renewal terms. Please contact **Your** Broker if **You** do not want to renew this **Certificate**. Occasionally, **We** may not be able to offer to renew **Your Certificate**. If this happens, **We** will write to **Your** Broker at least 21 days before the expiry of **Your Certificate** to allow enough time for **You** to make alternative insurance arrangements.

### **Interpretation**

- words and expressions appearing in bold type shall bear the meanings given against the word or expression in the section of this **Certificate** headed 'Definitions'.
- headings are for ease of reference only and shall not be taken into account in construing this **Certificate**.
- references to masculine include the feminine and vice versa;
- the singular includes the plural and vice versa;
- reference to any legislation, statute or statutory provision shall include any amendment or replacement;
- references to any position, title or legislation shall include their equivalent in the relevant jurisdiction.

## Table of Contents

INSURING CLAUSES .....	3
EXCLUSIONS.....	4
CLAIMS AND HOW TO MAKE A CLAIM .....	6
GENERAL CONDITIONS .....	7
COMPLAINTS .....	9
COMPENSATION.....	9
DEFINITIONS.....	10
PRIVACY NOTICE .....	12

## INSURING CLAUSE

### What is covered

In return for the premium shown in the **Schedule** that **You** have paid or agreed to pay **We** shall indemnify **You** up to the **Limit of Liability** against any liability **You** may have to pay a **Self Insured Amount** arising from any claim first made against **You** during the **Period of Insurance** in respect of any civil liability and against which **You** are indemnified under the Law Society of Northern Ireland Master Policy.

## EXCLUSIONS

### What is not Covered

These exclusions are applicable to the entire **Certificate** unless otherwise specified.

**We** will not indemnify **You** under this **Certificate** against anything arising directly or indirectly from:

#### 1 **Radiation, War or Terrorism**

##### 1.1 **Radiation**

1.1.1 loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss, or

1.1.2 any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from:

a. ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel, or

b. the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

##### 1.2 **War**

or happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority;

##### 1.3 **Terrorism**

or otherwise as a consequence of any act or acts of force or violence undertaken, for whatever reason, with the aim of influencing or overthrowing of any government or public authority or with the aim of making the public fearful;

#### 2 **The Excess**

where applicable, the **Excess**;

#### 3 **Known Claims or Circumstances**

any claim notified, or any claim arising out of any **Circumstance** notified, to **Us** in the **Proposal**;

#### 4 **Notified after Period of Insurance**

any claim notified to **Us** after the end of the **Period of Insurance**;

#### 5 **Other insurance**

in respect of which **You** are entitled to claim an indemnity under the **Master Policy** or any other policy of insurance;

6

**Sanctions**

or to the extent that to do so would expose **Us** or **MUM** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America or any other economic or financial sanctions and embargos legislation applicable to **Us** or **MUM**. Sanctions, prohibitions or restrictions of the United States of America shall only apply provided that they do not violate current European and / or any other law applicable to **Us** or **MUM**.

## CLAIMS AND HOW TO MAKE A CLAIM

If **You** need to notify us of a **Claim** or **Circumstance** then please contact **MUM**. It will assist if **You** have details of **Your Certificate** and cover available.

### Claims Conditions

If **You** fail to comply strictly with any of the Claims Conditions below in relation to a particular **Claim** or **Circumstance** then **We** may be entitled to reduce the amount that **We** pay.

#### 1 Notification

##### 1.1 When and what to notify

**You** must notify **MUM** as soon as reasonably possible, and in any event by or at the same time that **You** notify **Your Master Policy Insurer**, provided that **We** receive the notification before the end of the **Period of Insurance**, if you receive, discover or become aware of:

1.1.1 any **Claim** made against **You**;

1.1.2 any indication that someone intends to make a **Claim** against **You** or

1.1.3 a **Circumstance**.

Notification under this clause must be made irrespective of **Your** view on liability or the validity of the **Claim** or potential **Claim**.

##### 1.2 What must be included

The notification must include full particulars, including without limitation the identity of the claimant or potential claimant, details of the allegations and potential allegations against **You**, identification of the services giving rise to the **Claim** or **Circumstance** and, if known, the potential amount of the **Claim** or **Circumstance**.

If **You** give **MUM** notice under paragraphs 1.1.2 and 1.1.3 above then any **Claim** made subsequently and arising from the notification will be deemed to have been notified to **Us** during the **Period of Insurance**.

#### 2 Information and assistance

Following notification under Claims Condition 1 above **You** must promptly provide **Us** and all those appointed to act on **Our** behalf with all documents and information that **We** may request and promptly provide all assistance and co-operation that may be required for the investigation of the **Claim** and the defence or settlement of the **Claim**.

## GENERAL CONDITIONS

These are the conditions of the **Certificate** that **You** or **We** need to meet or that govern how it will operate. **We** may need to reject a claim or a claim payment could be reduced if **You** do not meet these conditions. **Your Certificate** may not be valid in some circumstances.

1 **Subrogation**

**You** must promptly provide **Us** with all documents and information that **We** may request and provide **Us** with all assistance and co-operation that **We** may require in order to try to obtain reimbursement from any third party of any **Loss or Defence costs and expenses** that **We** may have to pay in relation to any **Claim** made against **You**. **We** shall be entitled to undertake in **Your** name or on **Your** behalf such steps to enforce rights against any third party as may be necessary, before or after **We** make payment under the **Certificate**.

2 **Waiver of subrogation against employees**

**We** will not exercise any subrogation rights against an **Employee** of **Yours** unless the claim under this **Certificate** has been brought about or contributed to by the dishonest criminal or malicious act or omission of the **Employee** or where the **Employee** either conspired to commit or condoned a dishonest criminal or malicious act or omission.

3 **Recoveries**

All money recovered from third parties, following any payment made by **Us** under this **Certificate**, shall be applied as if recovered or received prior to the settlement of any claim to which they relate and all necessary adjustments shall be made between **Us**, **You** and **Your Master Policy Insurers**.

4 **Premium payment**

**You** agree to pay the premium in full to **Us** within 60 days of inception of the **Period of Insurance** and that if the premium has not been so paid **We** shall have the right to cancel this **Certificate** by giving **You** 14 days' notice in writing. If **We** exercise this right then the premium payable by **You** shall be due to **Us** pro-rata for the period during which **We** have been on risk during the **Period of Insurance** unless any notification has been made in accordance with Claims Condition 1 prior to the expiry of the notice period in which case the full premium shall be due and payable.

**We** agree that if the premium due is paid in full to **Us** before the notice period expires, **Our** notice of cancellation shall be withdrawn automatically.

5 **Third party rights**

**You** and **We** are the only parties to this contract and no other person or party has any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any rights under this **Certificate**, but this does not affect the ability of any third party to enforce any other right or remedy they may have.

6 **Assignment**

Assignment of interest under this **Certificate** will not bind **Us** unless and until **Our** written consent is endorsed hereon.

- 7       **Document management**  
We may hold documents relating to this insurance and any **Claims** under it in electronic form and may destroy the originals. An electronic copy of any such document will be admissible in evidence to the same extent as, and carry the same weight as, the original.
- 8       **Invalidity**  
If any provision of this **Certificate** is found to be invalid by any competent court or administrative body this will not affect the validity of any other provision in this **Certificate**.
- 9       **Governing law**  
This **Certificate** is governed by the laws of Northern Ireland.
- In the event of any dispute between us as to the meaning, effect or validity of this **Certificate** then the dispute should be referred to a sole arbitrator who shall have exclusive jurisdiction to determine the dispute. In the event that the parties fail to agree on the appointment of a particular arbitrator then an arbitrator shall be appointed by the President for the time being of the Chartered Insurance Institute.
- 10      **Language**  
The language of **Your Certificate** and any communication throughout the duration of the **Period of Insurance** will be English.
- 11      **Notices**  
Any notice to be given under this **Certificate** must be sent by pre-paid first class post and shall be deemed to have been received:  
15.1    by **You** if it is sent to **Your** last known address or to **Your** broker; and  
15.2    by **Us** if sent to **MUM**.
- 12      **Several liability notice**  
The subscribing insurers' obligations under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing insurers are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or part of its obligations.
- 13      **Manchester Underwriting Management**  
Manchester Underwriting Management Limited acts as **Our** agent and not for **You**.
- 14      **Multiple Insureds**  
If more than one party is entitled to indemnity under this **Certificate** then the total amount which **We** will pay in respect of any **Claim** will not exceed the amount which **We** would be liable to pay if there were only one party entitled to indemnity.



## COMPLAINTS

If **You** have any questions or concerns about **Your Certificate** or the handling of a claim you should, in the first instance, contact **MUM** or the broker where applicable. In the event that **You** remain dissatisfied and wish to make a complaint, **You** can do so at any time. Making a complaint does not affect any of **Your** legal rights.

If **Your** complaint cannot be resolved within two weeks, or if **You** have not received a response within two weeks, **You** are entitled to refer the matter to Lloyd's. Lloyd's will then conduct a full investigation of **Your** complaint and provide **You** with a written final response.

Lloyd's contact details are:

**Post:** Complaints, Lloyd's, Fidentia House, Walter Burke Way, Chatham Maritime, Chatham, Kent. ME4 4RN.

**Telephone:** +44 (0) 20 7327 5693 Fax: +44 (0) 20 7327 5225

**Email:** [complaints@lloyds.com](mailto:complaints@lloyds.com)

Details of Lloyd's complaints procedures are set out in a leaflet "Your Complaint – How We Can Help" available at [www.lloyds.com/complaints](http://www.lloyds.com/complaints) and are also available from the above address.

If **You** remain dissatisfied after Lloyd's has considered **Your** complaint, or if **You** have not received a written final response within eight weeks from the date that **MUM** received your complaint, **You** may be entitled to refer **Your** complaint to the Financial Ombudsman Service who will independently consider **Your** complaint free of charge. Their contact details are:

**Post:** The Financial Ombudsman Service, Exchange Tower, London E14 9SR

**Telephone:** (Fixed): 0800 0234567 Tel (Mobile): 0300 1239123 Tel (Outside UK): +44 (0) 20 7964 0500 Fax: +44 (0)20 7964 1001

**Email:** [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

**Website:** [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

Please note:

- **You** must refer **Your** complaint to the Financial Ombudsman Service within six months of the date of the final response
- The Financial Ombudsman Service will normally only consider a complaint from a business that has an annual turnover of less than 2 million Euros and fewer than 10 employees.

## COMPENSATION

### (Financial Services Compensation Scheme)

**We** are covered by the Financial Services Compensation Scheme. **You** may be entitled to compensation from the Scheme if any of **Us** is / are unable to meet **Our** obligations to you under this **Certificate**. If **You** were to be entitled to compensation from the Scheme, the level and extent of the compensation would depend on the nature of this **Certificate**. Further information about the Scheme is available from the Financial Services Compensation Scheme, 10<sup>th</sup> Floor, Beaufort House, 15 St. Botolph Street, London EC3A 7QU and on their website [www.fscs.org.uk](http://www.fscs.org.uk).

## DEFINITIONS

In this **Certificate** where the following words appear in bold type they shall have these meanings:

**Certificate** shall mean this document and any accompanying **Schedule** and endorsements to it

**Circumstance** shall mean any circumstance, event or state of affairs which may reasonably be expected to give rise to a **Claim** against **You** or a claim for **Loss** by you of a kind that may be covered under this **Certificate**. Subject to the terms of Claims Condition 1, examples of the types of matters which **You** should notify as a **Circumstance** include but are not limited to the following:

- a. any complaint from a client about work undertaken by **You** and which cannot be resolved immediately;
- b. any series of complaints from a client about work done by **You**;
- c. any situation by which **You** become aware of any shortcoming in work carried out for a client (whether this is known to the client or not);
- d. any situation in which a client, following a complaint, fails to pay monies invoiced by **You**;
- e. any threat of a **Claim** being brought against **You**;
- f. the discovery, or reasonable cause for suspicion, of dishonesty or fraud on the part of any current or former partner, director, member or **Employee** of **Yours**;
- g. the receipt by **You** of any written demand for compensation or demand for other civil relief including non-pecuniary relief made by a third party against **You**;
- h. any civil, arbitration or adjudication proceedings, application including any counterclaim or appeal served upon **You**;
- i. the receipt by **You** of any communication invoking a Pre-Action Protocol

**Claim** shall mean any written or oral demand for monetary damages and/or notice in writing of any intention to commence legal proceedings against **You** and/or other relief including non-pecuniary relief and/or any civil arbitration or adjudication proceedings including counterclaim and appeal made by a third party against **You** in connection with **Your Professional Business**

**Employee** shall mean any person who is:

- a. Employed by **You** under a contract of employment; or
- b. Employed by **You** under a training contract or as an apprentice; or
- c. Working for **You** as a locum, temporary or seasonal worker including anyone supplied by an agency or contract hire company; or
- d. working for **You** as a volunteer, including anyone working on a work experience or intern scheme or placement; or

e. self-employed and who is not working as an independent contractor but only while that person is working directly for **You** and is under **Your** direct control and supervision

<b>Excess</b>	shall mean the amount stated in the <b>Schedule</b> and which shall be payable by <b>You</b> before <b>We</b> shall make any payment pursuant to this <b>Certificate</b>
<b>Limit of Liability</b>	shall mean in respect of any one claim an amount equal to the <b>Self Insured Amount</b> provided always that <b>Our</b> aggregate liability for all such claims in the <b>Period of Insurance</b> shall not exceed the amount set out in the <b>Schedule</b>
<b>Master Policy</b>	shall mean a policy of professional indemnity insurance in accordance with the Law Society of Northern Ireland Master Policy
<b>Master Policy Insurer</b>	shall mean the Insurer or Insurers providing <b>You</b> with professional indemnity insurance in accordance with the <b>Master Policy</b>
<b>MUM</b>	Shall mean Manchester Underwriting Management Limited whose address is Link House, St. Mary's Way, Chesham, Buckinghamshire HP5 1HR, who act as <b>Our</b> agent
<b>Period of Insurance</b>	shall mean the period stated in the <b>Schedule</b>
<b>Proposal</b>	shall mean all information supplied by <b>You</b> to <b>Us</b> by written, electronic or any other means
<b>Schedule</b>	shall mean the schedule attached to this <b>Certificate</b>
<b>Self Insured Amount</b>	shall mean the amount stated in the <b>Schedule</b> and which is payable by <b>You</b> by way of compensation (inclusive of claimant's costs) to any claimant before <b>Your Master Policy Insurer</b> is obliged to make any payment on your behalf
<b>Us/Our/We</b>	the Insurer or Insurers stated in the Schedule of Insurers
<b>You/Your</b>	shall mean the Insured named in the <b>Schedule</b> together with, individually and collectively, each of <b>Your</b> partners, members or directors including all former partners, members or directors, and all who may become partners, members or directors in <b>Your</b> firm during the <b>Period of Insurance</b> and any <b>Employee</b> .

## PRIVACY NOTICE

**Your** information will be processed by **Us** and by **MUM** in compliance with the provisions of the Data Protection Act 1998 and will be used by **Us**, and **Our** associated companies, **MUM** and its associated companies, by reinsurers for the purposes of providing reinsurance, and by all parties for the purposes of claims and complaints handling. It may be disclosed to third parties for these purposes and to regulatory bodies for the purposes of monitoring and/or enforcing the insurer's compliance with any regulatory rules/codes. **Your** information may also be used for and disclosed to third parties in connection with offering renewal, research and statistical purposes and crime prevention. It may be transferred to any country, including countries outside the European Economic Area, for any of these purposes and for systems administration. Where this happens, **We** will ensure that anyone to whom **We** pass **Your** information agrees to treat **Your** information with the same level of protection as if **We** were dealing with it.

For any questions or comments, or requests to see a copy of the information that **We** or **MUM** hold about **You**, please write to **Our** Group Data Protection Controller or to the Group Data Protection Controller at **MUM**, as appropriate.